

FORM MR-RC  
Revised September 2, 2003  
RECLAMATION CONTRACT

File Number S/049/045  
Effective Date April 7.2004  
Other Agency File Number n/a

**STATE OF UTAH**  
**DEPARTMENT OF NATURAL RESOURCES**  
**DIVISION of OIL, GAS and MINING**  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5291  
Fax: (801) 359-3940

**RECEIVED**

**APR - 6 2004**

**RECLAMATION CONTRACT**

—ooOoo—

DIV OF OIL GAS & MINING

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

<p>"NOTICE OF INTENTION" (NOI): (File No.) (Mineral Mined)</p>	<p><u>S-049/045</u> <u>Processing Limestone Material</u></p>
<p>"MINE LOCATION": (Name of Mine) (Description)</p>	<p><u>Lime Peak Processing &amp; Stockpile Area</u> <u>Located approximately 1.8 miles northeast</u> <u>of Eureka - N.W. of Highway 6,</u> <u>approximately 0.2 miles</u></p>
<p>"DISTURBED AREA": (Disturbed Acres) (Legal Description)</p>	<p><u>5 Acres</u> <u>(refer to Attachment "A")</u></p>
<p>"OPERATOR": (Company or Name) (Address)</p>	<p><u>Atlantic Richfield Company</u> <u>317 Anaconda Road</u> <u>Butte, MT 59701</u></p>
<p>(Phone)</p>	<p><u>(406) 782-9964</u></p>

**"OPERATOR'S REGISTERED AGENT":**

(Name)  
(Address)  
  
(Phone)

C.T. Corporation System  
1209 Orange Street  
Wilmington, DE 19801  
(406) 782-9964

**"OPERATOR'S OFFICER(S)":**

S. A. Elbert, President  
D. E. Todd, Vice President, CFO  
P. J. Clayton, Secretary

**SURETY":**

(Form of Surety - Attachment B)

Surety Bond

**"SURETY COMPANY":**

(Name, Policy or Acct. No.)

Safeco of Ins Co of America  
Bond # \_\_\_\_\_

**"SURETY AMOUNT":**

(Escalated Dollars)

\$17,000.00

**"ESCALATION YEAR":**

2005

**"STATE":**

**"DIVISION":**

**"BOARD":**

State of Utah  
Division of Oil, Gas and Mining  
Board of Oil, Gas and Mining

**ATTACHMENTS:**

A "DISTURBED AREA":  
B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Atlantic Richfield Company the "Operator" and the Utah State Division of Oil, Gas and Mining (ADivision@).

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. S/049/045 which has been approved/accepted by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved/accepted Reclamation Plan or Notice, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the approved/accepted Notice of Intention and Reclamation Plan or Notice received 3-29-04. The Notice of Intention and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face

amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

Atlantic Richfield Company

Operator Name

By Pamela Kaye

Authorized Officer (Typed or Printed)

Environmental Business Manager

Authorized Officer - Position

Pamela Kaye

Officer's Signature

4/5/04

Date

STATE OF Montana

COUNTY OF Butte-Silver Bow ) ss:

On the 5th day of April, 20 04, Pamela Kaye  
personally appeared before me, who being by me duly sworn did say that he/she is the  
Environmental Bus. Mgr of Atlantic Richfield Company and  
duly acknowledged that said instrument was signed on behalf of said company by  
authority of its bylaws or a resolution of its board of directors and said  
Pamela Kaye duly acknowledged to me that said  
company executed the same.

Debbie Lerdal  
Notary Public

Residing at 119 Upton Butte, MT

June 28, 2005  
My Commission Expires:

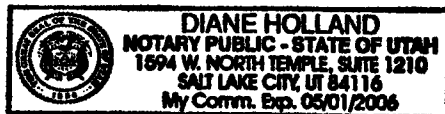
DIVISION OF OIL, GAS AND MINING:

By Lowell P Braxton  
Lowell P. Braxton, Director

Date 4/7/04

STATE OF UTAH )  
 ) ss:  
COUNTY OF SALT LAKE )

On the 7th day of April, 20 04, Lowell P. Braxton  
personally appeared before me, who being duly sworn did say that he, the said  
Lowell P. Braxton is the Director of the Division of Oil, Gas and Mining,  
Department of Natural Resources, State of Utah, and he duly acknowledged to me that  
he executed the foregoing document by authority of law on behalf of the State of Utah.



Diane Holland  
Notary Public  
Residing at: Salt Lake City, Utah

5/1/2006  
My Commission Expires:

## ATTACHMENT "A"

Atlantic Richfield Company  
Operator

Lime Peak Processing & Stockpile Area  
Mine Name

S/049/045  
Permit Number

Utah County, Utah

### LEGAL DESCRIPTION

*Include 1/4, 1/4, 1/4 sections, townships, ranges and any other descriptions that will legally determine where disturbed lands are located. Attach a topographic map of suitable scale (max. 1 inch = 500 feet; 1 inch = 200 feet or larger scale is preferred) showing township, range and sections and a clear outline of the disturbed area boundaries tied to this Reclamation Contract and surety.*

**The detailed legal description of lands to be disturbed includes portions of the following lands not to exceed 5 acres under the approved / accepted permit and surety, as reflected on the attached map labeled Lime Peak Rock Quarry and Processing Sites Sheet 1; Lime Peak Rock Quarry Location Map Sheet 1 and dated March 15, 2004:**

SW1/4 of NE1/4 of NE1/4  
NW1/4 of SE1/4 of NE1/4  
NE1/4 of SW1/4 of NE1/4  
SE1/4 of NW1/4 of NE1/4

Section 8, Township 10 South, Range 2 West

Name of Quad Map for Location: USGS 7.5 Min Series; Topographic – Eureka Quadrangle

LIME PEAK ROCK QUARRY & PROCESSING SITES  
Lime Peak Rock Quarry location Map - Sheet 1

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**MAR 5 2004**

DIY OF OIL G&S & MINING

RAILROAD

Homersville  
(Site)

**Ne**

**GRADE**

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**DELO**

1999



ATTACHMENT B

FORM MR-5

September 2, 2003

Bond Number \_\_\_\_\_

Permit Number S-049/045

Mine Name Lime Peak Process and  
Stockpile Area

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
Division of Oil, Gas and Mining  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
Telephone: (801) 538-5291  
Fax: (801) 359-3940

THE MINED LAND RECLAMATION ACT

SURETY BOND

\*\*\*\*\*

The undersigned Atlantic Richfield Company, as Principal, and  
Safeco Insurance Company of America, as Surety, hereby jointly and  
severally bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and  
severally, unto the State of Utah, Division of Oil, Gas and Mining (Division) in the penal sum of  
Seventeen Thousand and 00/100 dollars (\$ 17,000.00).

Principal has estimated in the Mining and Reclamation Plan or Notice approved /accepted  
by the Division on the 8th day of April, 20 04, that 5 acres of  
land will be disturbed by mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the  
Reclamation Contract, of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has  
satisfactorily reclaimed the disturbed lands in accordance with the approved / accepted Mining  
and Reclamation Plan or Notice and has faithfully performed all requirements of the Mined Land  
Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith,  
then this obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan or Notice provides for periodic partial reclamation of  
the disturbed lands, and if the lands are reclaimed in accordance with such Plan or Notice, Act  
and regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

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DIV. OF OIL, GAS & MINING

Bond Number \_\_\_\_\_  
Permit Number S-049/045  
Mine Name Line Peak Process and Stockpile Ar  
Other Agency File Number \_\_\_\_\_

In the converse, if the Mining and Reclamation Plan or Notice provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Atlantic Richfield Company

Principal (Permittee)

Brian Passolt, Attorney-in-Fact

By (Name and Title typed):

Brian Passolt

Signature

3/23/2004

Date

**Surety Company**

Safeco Insurance Company of America

Surety Company Name

Jeffrey M. Leadley

Surety Company Officer

Attorney-in-Fact

Title/Position

10 S. Riverside Plaza

Street Address

Chicago, IL 60606

City, State, Zip

312-252-3900

Phone Number

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MR-5 (revised September 1, 2003)

Attachment B

  
\_\_\_\_\_  
Signature

Bond Number \_\_\_\_\_

Permit Number S-049/045

Mine Name Lime Peak Process and Stockpile Area

Other Agency File Number \_\_\_\_\_

3/23/2004

Date

Bond Number \_\_\_\_\_  
Permit Number S-049/045  
Mine Name ime Peak Process and Stockpile Area  
Other Agency File Number \_\_\_\_\_

SO AGREED this 7th day of April, 2004.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:



Lowell P. Braxton, Director  
Utah State Division of Oil, Gas and Mining

\*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

**AFFIDAVIT OF QUALIFICATION**

On the 23rd day of March, 20 04, Jeffrey M. Leadley  
personally appeared before me, who being by me duly sworn did say that he/she, the said  
Jeffrey M. Leadley is the Attorney-in-Fact of  
Safeco Insurance Company of America and duly acknowledged that said instrument was  
signed on behalf of said company by authority of its bylaws or a resolution of its board of  
directors and said Jeffrey M. Leadley duly acknowledged to me that said  
company executed the same, and that he/she is duly authorized to execute and deliver the  
foregoing obligations; that said Surety is authorized to execute the same and has complied in all  
respects with the laws of Utah in reference to becoming sole surety upon bonds, undertaking and  
obligations.

Signed: \_\_\_\_\_

Surety Officer

Title: Jeffrey M. Leadley, Attorney-in-Fact

STATE OF Illinois )  
 ) ss:  
COUNTY OF Cook )

Subscribed and sworn to before me this 23rd day of March, 20 04.

Karen E. Bogard

Notary Public Karen E. Bogard

Residing at: Chicago, IL

My Commission Expires:

May 18, 20 04





POWER  
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA  
GENERAL INSURANCE COMPANY OF AMERICA  
HOME OFFICE: SAFECO PLAZA  
SEATTLE, WASHINGTON 98185

No. \_\_\_\_\_

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

\*\*\*\*\*WILLIAM REIDINGER; STEVEN B. CADE; DONNA WRIGHT; DIANE M. O'LEARY; JEFFREY M. LEADLEY; BRIAN PASSOLT; Chicago, Illinois\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 31st day of July, 2003

*CB Mead*

CHRISTINE MEAD, SECRETARY

*Mike McGavick*

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA  
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA  
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 23rd day of March, 2004



*CB Mead*

CHRISTINE MEAD, SECRETARY